



PLANNING DIVISION OF THE
COMMUNITY DEVELOPMENT SERVICES DEPARTMENT
COUNTY OF HUMBOLDT
3015 H STREET
EUREKA, CALIF. 95501-4484 PHONE (707) 445-7541

Request for Proposals (RFP) for Preparation of the Richardson Grove Access Study

I. Introduction:

The Humboldt County Planning Division of the Community Development Services Department, in partnership with the California Department of Transportation (Caltrans) is soliciting proposals for an access study on Route 101 in Southern Humboldt County. Caltrans is providing a majority of the project funds through a State Planning and Research Grant. The remaining funds are being contributed by Humboldt County from Headwaters funds. Caltrans, in consultation with Humboldt County, will be managing this project. The focus of the study is to consider alternatives for safely providing Surface Transportation Assistance Act (STAA) truck and multimodal access on Route 101 through Richardson Grove State Park, while improving overall transportation for all modes, and goods movement access to Humboldt County.

II. Project Location and Background:

Truck access is critical to the economy of the North Coast. A major issue is the lack of access to Humboldt County for Federal standard "Surface Transportation Assistance Act" (STAA) trucks, which are longer than California legal trucks. Longer trucks require wider roadway widths to negotiate short-radius curves on 2-lane highways. If they do not have adequate width, longer trucks "off-track" into the lane of oncoming traffic, presenting a significant safety concern.

As STAA trucks become the "national standard," areas that do not have access for these trucks are at an economic disadvantage. Truck cargoes must be unloaded and transferred to shorter trucks, making goods movement more expensive. As a result, interest groups have lobbied for legislative exemptions to the prohibition of STAA truck access. Exempting STAA trucks allows these trucks to be used without roadway improvements to help protect the safety of the traveling public. As safety is our principal concern, this is a situation that must be addressed.

Route 101 between the San Francisco Bay area and the Greater Eureka area appears to be the most feasible for STAA truck access to Humboldt County. Route 299 to the east has numerous segments in District 2 (including the "Buckhorn" candidate project) that will not accommodate STAA trucks. Route 101 north has few restrictions, but it is more circuitous than Route 101 south or Route 299 for most truck trips to and from Humboldt County.

Route 101 through Richardson Grove State Park, from Post mile 1.3 to 2.2 in Humboldt County, is a curvilinear 2-lane highway, with many old-growth redwood trees in close proximity to the

highway. This segment is the only portion of Route 101 between the San Francisco Bay area and the City of Eureka that is unable to accommodate Federal standard STAA trucks (pending completion of the Confusion Hill Bypass). Caltrans had planned to construct a 4-lane freeway or expressway bypass of Richardson Grove State Park. A 2001 Study found that all identifiable alternatives for a 4-lane bypass were not feasible, due to significant engineering, environmental, and economic issues.

Route 101, through Richardson Grove State Park, is a segment of the Pacific Coast Bike Route (as established by the California American Revolution Bicentennial Commission in 1976). Bicycle and pedestrian safety concerns are associated with providing large truck access along this segment. The existing route has narrow travel lanes and inconsistent shoulder width. Frequently, there is no shoulder (and often less where redwood trees on the edge of the road cause the lane width to narrow below standard). Re-routing the Pacific Coast Bike Route off Route 101 through Richardson Grove State Park on a separate multimodal trail may be considered as an alternative to assess bicycle and pedestrian needs. Safety concerns and transportation access for all modes should be addressed in this study.

A multi-disciplinary team, with representatives from a wide range of stakeholders, will provide a broad perspective on the transportation issues and potential solutions to this truck access concern.

III. Project Description:

This Study will use a multi-disciplinary team approach to develop and consider alternative ways of providing safe and economically feasible goods movement, including STAA truck access to Humboldt County. It will result in a Final Report including alternatives studied and any recommended solutions (if one or more of the alternatives studied appears feasible).

IV. Project Requirements:

Proposals should include, but are not limited to the following:

A. Project Understanding

Provide a brief response that demonstrates an understanding of the project. This should include potential risks and opportunities of a study based primarily on a consensus building effort involving diverse interest groups.

B. Scope of Work

Present your scope of work and methodology for preparing the Final Report for the Richardson Grove Access Study. Describe the interrelationship of all work products, including the depth and scope of analysis of research proposed. Explain how previous or existing project experience will be utilized in the completion of identified tasks. Identify areas where additional information will be required to complete the requisite tasks.

The scope of work should consider, but not be limited to, the following items:

1. Meetings: The following is a list of meetings to be held through the course of the Study, and required preparation (see Exhibit "D" Sample Schedule for tasks and milestones in

chronological order):

- Weekly Status Teleconference Meetings w/Project Manager
 - Conduct a weekly meeting providing a status update to the Project Manager via Teleconferencing
 - Technical Advisory Group (TAG) Meetings
 - Conduct at least four Technical Advisory Group meetings (Kick-off Meeting in Field, provide summary of 1st series of public input, present Draft Report w/presentation, provide summary of 2nd series of public input)
 - Public Meetings
 - Conduct six Public Meetings (2 Series of Meetings at 3 Locations: Crescent City, Eureka, Garberville)
 - Summarize the effort to date
 - Solicit comments and additional alternatives for consideration
 - Explain how the Study will be completed & opportunities for further public input
 - After release of a Draft Report, provide public opportunity to comment
 - Advertise for the Public Meetings
 - Prepare and distribute press releases
 - Notify stakeholder groups and others
 - Meeting Preparation (all meetings)
 - Secure a meeting place
 - Prepare and distribute an agenda, and all other needed materials, displays, etc.
 - Take notes for distribution to TAG and Management Committee and for use in preparing the final report
2. Develop revised alternatives list
- Caltrans will provide the consultant with an initial list of alternatives
 - Consultant, with input from the TAG and public meetings, will develop a revised list of alternatives
3. Work with TAG to develop alternatives for further consideration
- Review initial alternatives list and input from TAG and the public
 - Add alternatives from consultant staff or other sources
 - Develop evaluation criteria for alternatives
 - Conduct research, analysis of alternatives, individual interviews with key stakeholders
 - Eliminate infeasible alternatives
4. Draft Report/ Presentation
- Determine the scope and estimated cost of each alternative (document scope, estimated cost, and assumptions including PSR level information on multimodal alternatives)
 - Assess feasibility based on safety, setting/environmental factors, and economic factors.
 - Develop visual presentation materials for use in public/board presentations (example: Power Point, ESRI Spatial Analyst or ArcScene)
 - Provide a summary analysis and evaluation of each alternative for the Management Committee and TAG

- Recommend the alternative that appears to be the most feasible, based on evaluation criteria. More than one alternative may be recommended.

5. Final Report, which includes, at a minimum:

- A title page (study title, study by ___, for Humboldt County, date, location map or picture characterizing area of concern)
- An executive summary (brief background, summary of process, scope of alternatives considered, recommendation, map)
- Table of contents (major headings and page numbers)
- Purpose of study (draft study purpose will be provided to consultant)
- Background/Process summary
- Stakeholder and public participation (including meeting and comment summaries, responses)
- Alternatives considered (with detailed analysis of selected alternatives)
- Recommendations (one or more)
- Conclusions (Study findings, unresolved issues, next steps)
- Appendices of references, working drafts, and all of the documentation used in the development of this report

C. Project Team:

Identify the person to be designated lead consultant and give a detailed summary of their background. The lead consultant shall be expected to be available for discussions with the Caltrans Project Manager and staff. The Caltrans Project Manager, with concurrence by the Management Committee, shall approve any change in project scope.

Submit an organizational chart showing the name of the lead consultant and all other personnel and supporting staff to be assigned to the project. Those who are named must be those who participate in the work program. Indicate the anticipated total effort, expressed in percentages of person-hours to be provided by each member of the supporting professional staff.

D. Qualifications:

Discuss overall qualifications of the firm. Include a brief description of the firm's philosophy, history, recent and relevant experience and organizational structure. Discuss how many similar projects your firm has completed within the last five years. Similar information should be provided for each subcontractor. Provide an organization chart that graphically portrays how the project will be staffed and the chain of command. Please provide resumes for each individual on the chart highlighting qualifications relevant to their performance of each task. Specific responsibilities of the lead consultant and other key personnel should be detailed.

E. Work Products:

The consultants will be required to verify that all information submitted as services rendered is accurate and current. Furthermore, the consultant will be required to document the source(s) of all compiled information. Consultant will provide 40 hard copies of the final report, along with an electronic version, including all technical appendices. Caltrans shall have ownership of all work products prepared by the consultant for this study.

The following information will be provided to the consultant by Caltrans:

- 2006 Survey/ Digital Terrain Map (DTM)
- Richardson Grove Access Study, Initial Alternatives List
- Traffic Volumes on California State Highways, 2005 (<http://www.dot.ca.gov/>)
- Truck Traffic Volumes on California State Highways, 2005 (<http://www.dot.ca.gov/>)
- Richardson Grove Bypass Feasibility Study, Caltrans, September 2001
- Route Concept Report, Route 101 Corridor, Caltrans, October 2002
- Route 101 Safety and Commerce Study, Caltrans, April 2005
- Locations in the Richardson Grove Area where STAA Truck concerns exist (by Post Mile)
- List of Technical Advisory Group Members & Management Committee Members

The consultant will produce and deliver the following:

- 40 Hard Copies of the Final Report, including all technical appendices
- A Digital Version of the Final Report and appendices
- Presentation Materials, Displays, etc. used in Project Presentations
- Graphic Computer Presentation suitable for staff presentations to decision makers and public

F. Schedule:

Present a comprehensive schedule to complete the project within 6 months of the project start date. Identify specific milestones; the project is not to extend past January 31, 2008.

Key Action Dates

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP available to prospective proposers	5/30/07	0800
Written Question Submittal Deadline	6/15/07	1600
Final Date for Proposal Submission	6/29/07	1700
Proposal Screening	7/2/07-7/13/07	TBA
Interviews	7/9/07-7/13/07	TBA
Proposed Award Date	7/13/07	1000

G. Budget:

Provide an itemized cost breakdown, indicating the total time and expenditures for each of the major tasks in the scope of work. A total cost for the proposed scope of work, and the hourly rate and estimated number of hours for all personnel and support staff participating in the project, shall be provided. The cost for attendance at additional meetings should also be shown. The total cost of the project should not exceed **\$125,000**.

H. References:

List former clients for whom similar or comparable services have been performed. Include names, along with mailing address and telephone number of a principal representative. The former clients may be contacted to discuss their experience with the project manager and key team members.

I. Work Samples:

Please provide a sample of similar work completed.

V. Proposal Submittal:

Questions regarding this RFP should be directed to Sonja Kin, California Department of Transportation (707) 441-4657. Technical questions regarding the project may be directed to the Project Manager, Rex Jackman (707) 445-6412. **Six** copies of your firm's proposal are due no later than 5:00 p.m. on **June 29, 2007**.

Deliver proposals to:

John Miller
County of Humboldt
Community Development Services, Planning Division
3015 H St.
Eureka, CA 95501

VI. Evaluation, Selection and Interviews:

Each accepted proposal will be evaluated separately by a committee, including representatives from the Regional Transportation Planning Agencies in Humboldt and Mendocino Counties, the Humboldt County Community Development Services Department and the California Department of Transportation (Caltrans).

A. Minimum Qualifications for Proposers:

- Staff with experience in meeting facilitation (stakeholders with diverse and conflicting interests)
- Adequate staff to conduct a public meeting (estimated attendance 100 people)
- Transportation engineering analysis capability (could be sub-contracted)
- Availability for all meetings
- Report writing experience
- Demonstrated satisfactory completion of comparable work
- Meet the requirements of the "Agreement for Consulting Services" (attached)

B. Study Evaluation Criteria:

- Responsiveness of consultant staff to suggestions/guidance throughout the Study
- Preparation for and conduction of meetings
- Assessment of how well the Study addressed the Scope of Work, as shown in Section IV and modified by the consultant's proposal based on the following:
 - Completeness and conciseness
 - Accuracy
 - Organization
 - Detail (as necessary for the Study)
- A final report that is well written and easily understood
- Deadlines met

C. Submission of Proposal:

- Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- All proposals must be submitted under **sealed** cover and sent to the County of Humboldt by dates and times shown in Section V, Proposals received after this date and time will not be considered.
- A minimum of six (6) hard copies of the proposal must be submitted.
- The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

County of Humboldt
Community Development Services, Planning Division
Attention: John Miller
(RFP #01-07)
Richardson Grove Access Study
3015 H St.
Eureka, CA 95501

DO NOT OPEN

- Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the County or State of California.
- A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline

as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.

- The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- No oral understanding or agreement shall be binding on either party.

D. Evaluation Process

- At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of 75 points must be achieved in this phase to be considered responsive. (A responsive proposal is one, which meets or exceeds the requirements stated in this RFP.)
- Consulting firms with the highest ranking proposals may be asked to participate in an interview to further assess their suitability for this study. Interview, if held, will take place in mid-July, in Eureka, CA.

Criteria for Richardson Grove Access Contract

Criteria (points for each criterion are in parentheses)	Points Possible	Points Awarded
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<u>Contractor's Understanding of the Request</u> <ul style="list-style-type: none"> • Clarity and presentation of the proposal (3) • Demonstrated knowledge of the required work (4) • Identification of any problems related to conducting the study and possible solutions (1) • Innovative approaches to the study (2) 	10	
<u>Project Management</u> <ul style="list-style-type: none"> • Work plan and schedule (1) • Appropriate level of effort and staffing by task (4) • Procedures to ensure close contact between the consultant, the Department, Technical Advisory Group (2) • Internal measures for quality control, timely completion, and cost control (1) • Experience with complex presentations to highly diverse audiences (2) 	10	
<u>Technical Qualifications</u> <ul style="list-style-type: none"> • Demonstrated engineering knowledge and experience (Consultant or sub-consultant) (5) • Demonstrated knowledge of and experience with environmental assessment and impact mitigation (5) • Demonstrated knowledge of and experience with project cost estimation (10) • Demonstrated Knowledge of and experience with multi-stakeholder facilitation and public participation (15) • Demonstrated knowledge of Surface Transportation Assistance Act (STAA) truck issues (5) • Demonstrated capability on similar studies (10) 	50	
<u>Project Cost</u> <ul style="list-style-type: none"> • * See below (30) 	30	

* Project cost will be scored using the following formula:

$$\text{Lowest Offer Cost} \div \text{Proposal Offer Cost} \times 30 = \text{Project}$$

VII. Compensation:

Projects Costs are reimbursable only after they are incurred and paid by contractor. The contractor may bill for reimbursement after the following milestones:

- Completion of Public Meetings (2 at 3 locations each)
- Draft final report
- Completion of the Study/ Final Report

Ten (10) percent of each progress payment will be withheld, pending completion of the Study and the Study evaluation.

VIII. Contract:

The successful consultant will be required to enter into a standard contract with the County specifying the scope of service, completion schedule, and a mutually agreed upon schedule of payment. The consultant will be required to prepare a scope of work (See Section IV-B) to be inserted into the contract as an attachment. A sample copy of the County's standard agreement is attached. Consultants are responsible for reviewing the terms of the contract.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 2007 at Eureka, California, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and _____, a sole proprietorship (hereinafter referred to as "CONSULTANT").

RECITALS

A. Humboldt County has received State Planning and Research funding for the Richardson Grove Access Study. These funds will be supplemented with Headwaters Forest mitigation funding to study alternatives that would provide Surface Transportation Assistance Act (STAA) truck and multimodal access through Richardson Grove State Park and to the Humboldt Bay Area.

B. The doing of such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to timely hire employees for the performance thereof. CONSULTANT warrants that it is willing to perform the work provided for in this agreement and that they are willing to perform such work under the terms and conditions set forth in this agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. DURATION OF AGREEMENT

This agreement shall commence on the effective date and shall continue in effect for twelve (12) months, or until all services have been completed and payment therefore made in full, whichever is first, unless sooner terminated pursuant to this agreement, but no later than the 28th day of February, 2009.

2. OBLIGATIONS OF COUNTY

A. COUNTY shall confer with CONSULTANT as appropriate, provide loan of any relevant data, reports, maps, or other information in the COUNTY'S possession (See RFP, Project Requirements, Section "E", Work Products).

B. Compensation. Compensation for services rendered under this agreement shall be based on time and materials. CONSULTANT will submit an itemized invoice of hours worked on each task (see Scope of Work - Exhibit A) to the Humboldt County Planning Division. Payment for work will be made within thirty-five (35) days of receipt of invoice. CONSULTANT agrees that the maximum possible compensation for services performed and reimbursement of costs incurred under this contract shall not exceed a total sum of _____ (BOLD) (\$_____.00), unless specifically authorized

in writing by COUNTY. CONSULTANT agrees to perform all services and incur all costs required by this agreement for an amount not to exceed such maximum dollar amount. It is understood by both parties that the COUNTY is not obligated under any circumstances to compensate and/or reimburse the CONSULTANT for any amount in excess of _____ (BOLD) (\$_____.00), the statutory monetary limitation of the Agreement.

3. OBLIGATIONS OF CONSULTANT

- A. CONSULTANT will provide to COUNTY in a timely manner the services required by this agreement as detailed in Exhibit "A".
- B. CONSULTANT shall confer with the appropriate representative of the Humboldt County Planning Department or the California Department of Transportation, as designated by the Planning Director, as may be necessary and appropriate to provide the services and prepare any reports. Any reports or products must be submitted in draft to COUNTY by CONSULTANT prior to submitting final documents.
- C. CONSULTANT responsibilities under this agreement shall not be deemed to have been completed until accepted by the COUNTY in writing.

4. OFFICE AND MATERIALS

CONSULTANT shall furnish all materials, equipment, offices, furnishings, and travel expenses, including meals and lodging, expended by CONSULTANT and necessary to the performance of this agreement.

5. WORK PRODUCTS

All reports, plans, specifications, field data, field notes, calculations, estimates and other similar documents, and work products prepared pursuant to this Agreement shall be the property of COUNTY. The COUNTY shall have unlimited rights to copy, reproduce, excerpt, and cite any and all portions of all reports, plans, specifications, field data, field notes, calculations, estimates and other similar documents, and work products prepared pursuant to this Agreement.

6. COUNTY RELIANCE

Services performed by CONSULTANT under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7. CONFLICT OF INTEREST

Consultant warrants and covenants that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

8. TERMINATION FOR NON-PERFORMANCE

Time is of the essence in the performance of this contract. In the event that CONSULTANT is unable to complete the work under this Agreement in an expeditious and timely manner, as set forth herein, COUNTY may, upon ten (10) days written notice, terminate this Agreement and pay only for services rendered as of the date when termination is effective.

Said notice may be given by delivering a copy of said notice to CONSULTANT personally, or by mailing a copy of said notice to CONSULTANT. Termination shall be deemed effective five (5) days after mailing of said notice or, if notice is given by personal delivery, upon delivery of said notice to CONSULTANT.

9. COUNTY OF HUMBOLDT INSURANCE REQUIREMENTS

- A. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONSULTANT is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting CONSULTANT's indemnification provided herein, CONSULTANT shall and shall require any of its sub-consultants to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONSULTANT, its agents, employees or sub-consultants:

a) Comprehensive or Commercial General Liability Insurance at least as broad as

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$3,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be \$5,000,000. Said policy shall contain, or be endorsed with, the following provisions:

- (1) The COUNTY, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of

CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, agents, and employees.

- (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to COUNTY by certified mail.
 - (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 - (4) For claims related to this project, the CONSULTANT's insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the County are excess to CONSULTANT's insurance and will not be called upon to contribute with it.
 - (5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.
- b) Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to COUNTY by certified mail.
- c) Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation in favor of COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

- d) Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000 combined single limit (CSL). If insurance is written on a claim made basis, CONSULTANT agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.
- e) CONSULTANT shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY shall notify CONSULTANT in writing and CONSULTANT shall have thirty (30) days from the date of written notification to cure such lapse to CONSULTANT's reasonable satisfaction. If CONSULTANT does not cure such lapse, COUNTY may, in addition to other remedies under this Agreement, suspend or terminate this Agreement. All coverages shall be with insurance carriers licensed and admitted to do business in California. All coverages shall be with insurance carriers acceptable to County.

10. HOLD HARMLESS/INDEMNIFICATION CLAUSE

- A. Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own willful misconduct or negligent acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.
- B. Acceptance of insurance required by this Agreement does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to such damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

In performance of the obligations set forth in this agreement, CONSULTANT will be acting as an independent contractor and shall in no sense be considered a partner, agent, or employee of COUNTY.

12. NOTICE

Whenever it is provided in this agreement that COUNTY shall give written notice to CONSULTANT, said notice may be given by delivering a copy of said notice to CONSULTANT

personally, or by mailing (return receipt requested) a copy of said notice to CONSULTANT at the following addresses:

A. Address for CONSULTANT:

Whenever it is provided in this agreement that CONSULTANT shall give written notice to COUNTY, said notice may be given by delivering a copy of said notice to COUNTY personally, or by mailing (return receipt requested) a copy of said notice to COUNTY at the following address:

B. Address for COUNTY:

Community Development Services Director
Attn: John Miller
Humboldt County Department of Community Development Services
3015 "H" Street
Eureka, CA 95501

13. COMPLIANCE WITH LAW

CONSULTANT agrees that in performing services under this contract, CONSULTANT shall comply with all federal, state and local laws affecting the services covered by this contract.

14. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONSULTANT certifies by its signature below that CONSULTANT or CONSULTANT'S agents, representatives, employees, contractors and subcontractors are not a Nuclear Weapons contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it or CONSULTANT'S agents, representatives, employees, contractors and subcontractors becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this agreement if it determines that the foregoing certification is false or if CONSULTANT or CONSULTANT'S agents, representatives, employees, contractors and subcontractors becomes a nuclear weapons contractor.

15. COMPLIANCE WITH FEDERAL AND STATE LAW REGULATIONS

CONSULTANT agrees to comply with all local, state and federal laws and regulations, including but not limited to those included in Exhibits "B" and "C" (attached) in association with

the services covered by this contract. CONSULTANT further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

16. ACCOUNTING & AUDIT GUIDELINES FOR AGREEMENTS WITH COUNTY
CONSULTANT planning to contract with COUNTY must have an accounting system which meets the objectives included in Exhibit "E" (attached).

17. GENERAL PROVISIONS

- (a) CONSULTANT shall not assign or otherwise transfer his duties, obligations, or interest under this agreement without the prior written consent of COUNTY. Any attempted assignment or transfer without such consent shall be void.
- (b) Subject to any provisions concerning assignment, all terms and conditions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties thereto and their respective legal representatives, successors and assigns.
- (c) The failure of COUNTY at any time to require performance by CONSULTANT of any of the provisions of this agreement, shall in no way affect the right of COUNTY thereafter to enforce same nor shall waiver by COUNTY of any breach of any of the provisions under this agreement be taken or held to be a waiver of any succeeding breach of this agreement.
- (d) This agreement contains the entire agreement of the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.
- (e) No amendment of this agreement shall be valid unless made in writing and signed by the parties.
- (f) Any action to enforce this agreement shall be governed by the laws of the State of California, and shall be tried in a Court of competent jurisdiction in the County of Humboldt, State of California; and the parties hereby waive all provisions of law providing for a change of venue to any other county or state. Prior to Court action, both parties agree to pursue mediation as a means to settle any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above by their duly authorized representatives, having full authority to so act for and on behalf of the parties hereto.

Signatories may vary depending on the contract, check with Counsel to make sure you have the correct representatives.

COUNTY OF HUMBOLDT

By_____

Kirk Girard, Director

Humboldt County Community Development Services

CONSULTANT (consultant must have two signatories)

By_____

(Type Name)

(Type name of Firm)

By_____

(Type Name)

(Type name of Firm)

APPROVED AS TO FORM:

By_____

Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED:

By_____

Risk Manager

(Exhibit “A” – Scope of Work)
RICHARDSON GROVE ACCESS STUDY

(Exhibit “B” – Federal Requirements)
RICHARDSON GROVE ACCESS STUDY

GENERAL

The proposed work will be financed in whole or in part with Federal funds, and therefore all of the Federal Government's statutes, rules and regulations that are applicable will apply, including:

AMERICANS WITH DISABILITIES ACT

The contractor must comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure that the federally mandated statewide overall DBE goal is achieved, participation of Disadvantaged Business Enterprises (DBEs) is encouraged, as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company;
- C. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest. ;
- D. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- E. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:

1. The Caltran's "Civil Rights" web site at:

<http://www.dot.ca.gov/hq/bep>.

2. The Caltran's DBE Directory. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication

Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815,
Telephone: (916) 445-3520;

FEDERAL ACQUISITION REGULATION SYSTEM

Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items, and all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

NONDISCRIMINATION

The Contractor (and subcontractors, if any) shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

The Contractor (and subcontractors, if any) shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, and shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated by reference, and are made a part hereof as if set forth in full. The Contractor (and subcontractors, if any) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Further, the Contractor (and subcontractors, if any) shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405 (b) are applicable by reference.

RECORDS RETENTION

Contractors (and subcontractors, if any) shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the cost of administration. Contractors (and subcontractors, if any) shall make such materials available at their respective offices at all reasonable times during the entire Project period

and for three years from the date of final reimbursement payment to the County from the State.

SUBCONTRACTORS/THIRD PARTY CONTRACTING

No subcontract for a portion of the proposed work and in excess of \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f)) shall be awarded on the basis of a noncompetitive negotiation for work to be performed. Further, subcontracts for over \$25,000 must contain all of the provisions stipulated in this Request for Proposal, to be applicable to subcontractors.

Travel, per diem reimbursements, and third-party contract reimbursements to subcontractors will be allowable as Projects only those costs are incurred and paid for by the subcontractors.

(Exhibit “C” – State Requirements) RICHARDSON GROVE ACCESS STUDY

GENERAL

The proposed work is part of a grant administered by the State of California. All of the State Laws and regulations that are applicable will apply, including:

ENCRPTION OF STATE OWNED DATA

If State owned-data is used, the contractor must agree to use the State-owned data only for State purposed under this agreement. No State-owned data may be transferred to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original file(s). (SAM sec.4841.2(e)(6))

The contractor must comply with State requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media. If State-owned data is used, the contractor is responsible for obtaining and following these requirements.

TRAVEL EXPENSES

Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e., non-represented employees) unless written verification is supplied that government hotel rates are not commercially available at the time and location required (As specified in the California Department of Transportation’s Travel Guide Exception Process.

DRUG-FREE WORKPLACE CERTIFICATION

The Contractor must comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace,
 2. the person's or organization's policy of maintaining a drug-free workplace,
 3. any counseling, rehabilitation, and employee assistance programs, and
 4. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code section 8355©, that every employee who works on the proposed contract or grant:
 1. will receive a copy of the company's drug-free policy statement, and
 2. will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this contract or termination of this contract.

(Exhibit "D" – Draft Work Plan)
RICHARDSON GROVE ACCESS STUDY

Draft Sample Schedule – Tasks and Milestones

Task	Date
Consultant Meeting w/Project Manager	Week of 7/16-7/20
Kick-off Meeting w/Mngt & TAG (in field), Present Initial Alternatives List & make changes	Week of 7/30-8/3
Public Meeting to present summary of Alternatives to be analyzed in the study (3 locations-Crescent City, Eureka, Garberville)	Week of 8/13-8/17
TAG Meeting-Provide Summary of Public Input/provide further direction to consultant	Week of 8/27-8/31
Consultant to develop Alternatives/Interview Stakeholders/Conduct Research/Apply Evaluation Criteria	Week of 8/27-9/24
TAG Meeting-Present Draft Report w/ Analysis & Presentation Materials	Week of 10/22-10/26
Public Meeting-Present Draft Report w/ Analysis & Presentation Materials (3 locations-Crescent City, Eureka, Garberville)	Week of 11/5-11/9
TAG Meeting-Provide Summary of Public Input	Week of 11/26-11/30
Final Report	Due 12/14/07
Study Evaluation & Completion	30-Dec-07
Additional Administrative Tasks to Finalized Project	31-Jan-08

Color Key
TAG Meetings
Public Meetings

(Exhibit “E” – Accounting & Auditing Guidelines)
RICHARDSON GROVE ACCESS STUDY

INTRODUCTION

The purpose of this brochure is to outline for you, a potential contractor with the County of Humboldt (COUNTY), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system, which will assure compliance with the terms of the agreement. A preaward audit will be performed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

COUNTY reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are also normally reimbursed through your overhead rate.

ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with COUNTY must have an accounting system, which meets the following objectives:

- The ability to record and report financial data in accordance with generally accepted accounting principles.
- A system of record keeping to ensure that costs billed to COUNTY are:
 - a. Supported by adequate documentation.
 - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping which ideally includes the following:
 - a. A General Ledger
 - b. Job cost ledger
 - c. Labor distributions
 - d. Time records
 - e. Subsidiary journals
 - f. Chart of accounts
 - g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
 - a. A chart of accounts, which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
 - b. Segregation of costs by contract, category of cost and milestones (if applicable).
 - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a timesheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a timesheet and in the accounting records to a direct project cost account/code.
 - d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct cost. As a

result, project related travel, whether reimbursable per the contract terms or not, should not be included as an indirect cost.

- e. Ability to trace from invoices submitted to COUNTY to job cost records and original, approved source documents, for example, timesheets, vendor invoices, canceled checks.
 - f. Ability to reconcile job cost records to the accounting records.
- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under “Audit Criteria” in this brochure.
 - Procedures to monitor and adjust projected overhead rates to actual rates.
 - Controls to ensure that written approval is obtained prior to any changes to the contract.
 - Procedures to retain accounting records and source documentation as required by the terms of the contract.
 - A system of internal control, which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported, and corrected. The elements of a system of internal control should include, but not be limited to, the following:
 - a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.
 - b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.
 - c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.
 - d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures, which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:

- Timesheets be prepared, signed, and dated by all employees.
 - Timesheets be completed in non-erasable ink.
 - Timesheet corrections be crossed-out and initialed by the employee.
 - Timesheets be signed by a supervisor as reviewed and retained on file as required by the contract.
- e. Personnel with skills and training commensurate with their responsibilities.
- f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed approved and signed by a supervisor.

AUDITS

Contractors, whether a prime or subcontractor, performing under a negotiated contract with COUNTY are subject to the following audits:

PREAWARD AUDITS

Prior to the award of a contract, the COUNTY Audits and Investigations will conduct a preaward audit to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. The audit alerts both the contractor and COUNTY management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.

INTERIM AUDITS

Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the

contract administrator or by COUNTY management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a long duration contract to ensure that costs reimbursed to date are allowable.

POST AUDITS

Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's internal controls systems. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be performed. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to COUNTY.

To provide contractors with a procedure for obtaining prompt and equitable resolution to a dispute arising from a post-audit of a non-highway construction cost reimbursement contract, COUNTY has established an Audit Review Committee (ARC). Information explaining the ARC should be found in your contract and/or as an attachment to the post-audit report.

AUDIT CRITERIA

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31

This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs.

Contact:

Superintendent of Documents
Government Printing Office
Washington, DC 20402

Washington D.C.	(202) 783-3238
San Francisco	(415) 512-2770
Los Angeles	(213) 239-9844

California State Administrative Manual

A reference source for statewide policies, procedures, regulations, and information.

Contact:

Office of State Publishing
Department of General Services
(916) 445-2295

For review of the above references, contact your local library or the California State Library.

California State Library/Library and Courts Building
914 Capitol Mall
P. O. Box 942837
Sacramento, CA 94237-0001
Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems.

COUNTY is an affirmative action employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age or sexual orientation. Contractors that contract with COUNTY are responsible for taking necessary and reasonable steps to achieve these same goals.